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ELECTRONICALLY FILED
DOC#:
DATE FILED: 08/15/2022**

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

SPYRA GmbH,

Plaintiff,

v.

THE INDIVIDUALS, CORPORATIONS,
LIMITED LIABILITY COMPANIES,
PARTNERSHIPS, AND
UNINCORPORATED ASSOCIATIONS
IDENTIFIED ON SCHEDULE A HERETO,

Defendants.

No. 22-CV-5727 (RA)

PRELIMINARY INJUNCTION ORDER

RONNIE ABRAMS, United States District Judge:

This matter comes before the Court on the application of Plaintiff SPYRA, GmbH (“Plaintiff”), brought by way of Order to Show Cause, for entry of a Preliminary Injunction (the “Application”) against the Defendants identified on Schedule A attached hereto (collectively, the “PI Defendants”) and using at least the domain names or online marketplace accounts identified on Schedule A (collectively, the “PI Defendant User Accounts”).

The Court has reviewed the papers in support of the Application, and, for the reasons stated on the record at the Order to Show Cause hearing on August 12, 2022, finds that the injunctive relief initially granted in the Temporary Restraining Order (“TRO”) on July 14, 2022 and later extended on July 21, 2022 should remain in place through the pendency of this litigation as to PI Defendants and that issuing this preliminary injunction against PI Defendants is warranted under Federal Rule of Civil Procedure 65.¹

NOW THEREFORE, the Court ORDERS that:

¹ Any capitalized term that is not defined herein shall have the meaning provided in the July 14, 2022 TRO.

1. PI Defendants, their affiliates, officers, agents, servants, employees, attorneys, confederates, and all persons acting for, with, by, through, under or in active concert with them shall be temporarily enjoined and restrained from:

- a. Using the SPYRA Copyright or any reproductions, counterfeit copies, or colorable imitations thereof in any manner in connection with the distribution, marketing, advertising, offering for sale, or sale of any Counterfeit Products;
- b. Passing off, inducing, or enabling others to sell or pass off any product as a genuine SPYRA Product that is not, in fact, Plaintiff's SPYRA Product and/or not produced under the authorization, control, or supervision of Plaintiff and approved by Plaintiff for sale under the SPYRA Copyright;
- c. Committing any acts calculated to cause consumers to believe that PI Defendants' Counterfeit Products are those sold under the authorization, control, or supervision of Plaintiff, or are sponsored by, approved by, or otherwise connected with Plaintiff;
- d. Further infringing the SPYRA Copyright and damaging Plaintiff's goodwill;
- e. Shipping, delivering, holding for sale, transferring, or otherwise moving, storing, distributing, returning, or otherwise disposing of, in any manner, products or inventory not manufactured by or for Plaintiff, nor authorized by Plaintiff to be sold or offered for sale, and which bear(s) the SPYRA Copyright or any reproductions, counterfeit copies, or colorable imitations thereof;
- f. Using, linking to, transferring, selling, exercising control over, or otherwise owning the User Accounts, the PI Defendant Internet Stores, or any other

domain name or online market place account that is being used to sell or is the means by which PI Defendants could continue to sell versions of Plaintiff's SPYRA products; and

- g. Operating and/or hosting websites and/or any other web presence registered or operated by PI Defendants that are involved with the distribution, marketing, advertising, offering for sale, or sale of any product embodying or bearing the SPYRA Copyright.

2. Within fourteen (14) days after receiving notice of this Order, each PI Defendant shall serve upon Plaintiff a written report under oath providing: (a) their true name and physical address, (b) all websites and online marketplace accounts on any platform that they own and/or operate (c) their financial accounts, including by way of example, all AliPay, AllPay/GoAllPay, Amazon, Bank of China, Coinbase, DHgate, eBay, HyperWallet, JD.com, Joom, Lakala, LianLian, OFX, Paxful, PayEco, Payoneer, PayPal, PingPong, SellersFunding, Shopify, Stripe, Union Mobile/UmPay/UmPay2, Walmart, Wise/TransferWise, Wish, and World First accounts, and (d) the steps taken by each PI Defendant to comply with paragraph 1, a through g, above.

3. Within three (3) business days of receipt of this Order or prior to expiration of this Order, whichever date shall occur first, the domain name registries for the PI Defendant User Accounts, including, but not limited to, GoDaddy.com, LLC, Tucows, Inc., Porkbun, LLC, Namecheap, Inc., and Chengdu West Dimension Digital Technology Co., Ltd., shall disable the Defendant Domain Names and make them inactive and untransferable until further ordered by this Court.

4. Within five (5) days of receipt of this Order, Alibaba, AliExpress, Amazon, eBay, Joom, Newegg, Made-in-China, and any other online marketplace platform or service provider hosting or servicing a PI Defendant User Account are directed to disable and cease providing services for any PI Defendant User Accounts through which PI Defendants engage in the sale of counterfeit

and infringing goods using the SPYRA Copyright, including any accounts associated with the PI Defendants.

5. Within five (5) business days after receipt of actual notice of this Order, PI Defendants and any third party with such actual notice who is providing services for any of the PI Defendants, or in connection with any PI Defendant User Account, including, without limitation, any online marketplace platforms such as Amazon, Wish, DHGate, AliExpress, Alibaba, Walmart, and eBay, Facebook, Internet Service Providers (“ISP”), web hosts, back-end service providers, web designers, sponsored search engine or ad-word providers, banks, merchant account providers, including AliPay, AllPay/GoAllPay, Amazon, Bank of China, Coinbase, DHgate, eBay, HyperWallet, JD.com, Joom, Lakala, LianLian, OFX, Paxful, PayEco, Payoneer, PayPal, PingPong, SellersFunding, Shopify, Stripe, Union Mobile/UmPay/UmPay2, Walmart, Wise/TransferWise, Wish, and World First, third party processors and other payment processing service providers, shippers, and domain name registrars (collectively, the “Third Party Providers”) shall provide to Plaintiff expedited discovery, including copies of all documents and records in such person’s or entity’s possession or control relating to:

- a. The identities and locations of PI Defendants, their agents, servants, employees, confederates, attorneys, and any persons acting in concert or participation with them, including all known contact information;
- b. The nature of PI Defendants’ operations and all associated sales and financial information, including, without limitation, identifying information associated with the PI Defendant User Accounts, and PI Defendants’ financial accounts, as well as providing a full accounting of PI Defendants’ sales and listing history related to their respective PI Defendant User Accounts;
- c. PI Defendant User Accounts or any domain name registered by PI Defendants;

- d. Any financial accounts owned or controlled by PI Defendants, including their agents, servants, employees, confederates, attorneys, and any persons acting in concert or participation with them, including such accounts residing with or under the control of any banks, savings and loan associations, payment processors or other financial institutions, including, without limitation, AliPay, AllPay/GoAllPay, Amazon, Bank of China, Coinbase, DHgate, eBay, HyperWallet, JD.com, Joom, Lakala, LianLian, OFX, Paxful, PayEco, Payoneer, PayPal, PingPong, SellersFunding, Shopify, Stripe, Union Mobile/UmPay/UmPay2, Walmart, Wise/TransferWise, Wish, World First, or other merchant account providers, payment providers, third party processors, and credit card associations (e.g., MasterCard and VISA).

6. Until further ordered by this Court, PI Defendants and any persons in active concert or participation with them who have actual notice of this Order shall be temporarily restrained and enjoined from transferring or disposing of any money or other of PI Defendants' assets.

7. Within five (5) business days of receipt of this Order, Western Union shall block any Western Union money transfers and funds from being received by the PI Defendants identified in Schedule A to this Preliminary Injunction Order until further ordered by this Court.

8. Within five (5) business days of receipt of this Order, Alibaba, AliExpress, Amazon, eBay, Joom, Newegg, Made-in-China, and any other online marketplace platform or service provider hosting or servicing a PI Defendant User Account shall, for any Defendant or any of PI Defendants' Online Marketplace Accounts or websites:

- a. Locate all accounts and funds connected to and related to PI Defendants, Defendants' Online Marketplace Accounts or PI Defendants' websites, including, but not limited to, any AliPay, AllPay/GoAllPay, Amazon, Bank of China, Coinbase, DHgate, eBay, HyperWallet, JD.com, Joom, Lakala, LianLian,

OFX, Paxful, PayEco, Payoneer, PayPal, PingPong, SellersFunding, Shopify, Stripe, Union Mobile/UmPay/UmPay2, Walmart, Wise/TransferWise, Wish, and World First accounts connected to and related to the information listed in Schedule A hereto; and

- b. Restrain and enjoin any such accounts or funds from transferring or disposing of any money or other of PI Defendants' assets until further ordered by this Court.

9. Within five (5) business days of receipt of this Order, any banks, savings and loan associations, payment processors, or other financial institutions, for any PI Defendant or any PI Defendant User Account, shall:

- a. Locate all accounts and funds connected to PI Defendants, PI Defendants' Online Marketplace Accounts or PI Defendants' websites, including, but not limited to, any accounts connected to the information listed in the Schedule A hereto; and
- b. Restrain and enjoin such accounts from receiving, transferring or disposing of any money or other of PI Defendants' assets until further ordered by this Court.

10. Plaintiff may provide notice of these proceedings to PI Defendants by electronically publishing a link to the Summons, the Complaint, the July 14, 2022 TRO, this Order, and other relevant documents on a website **and** by sending an e-mail to all e-mail addresses identified by Plaintiff and any e-mail addresses provided for PI Defendants by third parties that (1) includes a link to said website and (2) attaches those documents to the e-mail. The combination of providing notice via electronic publication or e-mail, along with any notice that PI Defendants receive from domain name registrars and payment processors, shall constitute notice reasonably calculated under all circumstances to apprise PI Defendants of the pendency of the action and afford them the opportunity to present their objections.

11. Plaintiff's Schedule A to the Complaint, Exhibit 2 to the Declaration of Sebastian Walter, and the TRO shall become unsealed.

12. Any PI Defendants that are subject to this Order may appear and move to dissolve or modify the Order on two days' notice to Plaintiff or on shorter notice as set by this Court.

13. The five thousand dollars (\$5,000.00) bond posted by Plaintiff shall remain with the Court until a final disposition of this case or until this Preliminary Injunction is terminated.

SO ORDERED.

Dated: August 15, 2022
New York, New York



Ronnie Abrams
United States District Judge

SCHEDULE A TO PRELIMINARY INJUNCTION ORDER

Doe No.	Defendant Seller	Defendant User Account
54	crystalhouse us	https://www.amazon.com/sp?ie=UTF8&seller=ATZX0O6BMCOOF
55	GBBDD	https://www.amazon.com/sp?ie=UTF8&seller=A754I9W84MAPL
56	GBYX	https://www.amazon.com/sp?ie=UTF8&seller=ANDJQDNX7909E
57	hap piness shop	https://www.amazon.com/s?me=A2U2X52T384VQ&marketplaceID=ATVPDKIKX0DER
58	hjkjiugfhfjhfkj	https://www.amazon.com/s?me=ATXYEXYGAA08US&marketplaceID=ATVPDKIKX0DER
60	jindian889	https://www.amazon.com/sp?seller=A262XRAH5JCSKD
61	Life Shop 21	https://www.amazon.com/sp?ie=UTF8&seller=A1CJHHSSMDDVY8
62	Made in China department stores	https://www.amazon.com/sp?seller=A1Y83FI3CQKCSX
64	SIXEFF	https://www.amazon.com/sp?ie=UTF8&seller=A2MT4K4H2QZYYG
65	TIANMAI-US	https://www.amazon.com/sp?ie=UTF8&seller=A1OOECHTFGW1ZN
66	安馨	https://www.amazon.com/sp?ie=UTF8&seller=APQG5ZKLLJJNF
68	LLYGE STORE	www.comeo.top
69	Cozexs	https://cozexs.com/
70	SZRX0BD2	www.crispary.top
71	golkatakora8	https://www.ebay.com/usr/golkatakora8?_trksid=p2047675.m3561.l2559
72	Newtaller-8	https://www.ebay.com/usr/newtaller-8?_trksid=p2047675.m3561.l2559
73	Temporarypay8	https://www.ebay.com/usr/temporarypay8?_trksid=p2047675.l2559
74	whenmeet	https://www.ebay.com/usr/whenmeet?_trksid=p2047675.l2559
75	whosesounds	https://www.ebay.com/usr/whosesounds?_trksid=p2047675.l2559
76	whyexpress	https://www.ebay.com/usr/whyexpress?_trksid=p2047675.l2559
77	win-win-sl	https://www.ebay.com/usr/win-win-sl
79	folary.com	www.folary.com
80	Megior Store	www.foundous.top

Doe No.	Defendant Seller	Defendant User Account
81	WATERAREA	https://www.fourtion.top/
84	Gearelevation	www.gearelevation.com
85	GRAIL-KING	www.girlify.top
86	Syg Global Technology CO., LTD	https://sygglobal.manufacturer.globalsources.com/si/6008853167271/Homepage.htm
87	Goodraps	https://goodraps.xyz/
92	HYDGUN	https://hydgun.com/
93	Menkay Store	www.irdom.top
94	VIKARUMENT	https://www.joom.com/en/stores/60d7d8f400862e0a9f21fe52
95	Malina Store	https://www.kakitor.top/
96	DesignNest Amsterdam	https://www.kickstarter.com/projects/designnestamsterdam/electric-water-gun
101	FSDA Store	www.mulgacle.top
104	Multiple Store	https://www.phenoety.top
105	QIANSHENGTC	https://qianshengtc.com/
109	Seasonhots	https://seasonhots.com/
113	Stit Toystore	https://stittoystore.com/
116	SPOTLTWM	https://www.umbracy.top/
118	QuanRun Store	https://www.vectular.top/
119	verifiedtrending.com	https://verifiedtrending.com/
120	TBMXM STORE	https://www.veryality.top/
121	Visitous	www.visitous.top
122	IGUISI	https://www.yiguisihealth.com/
123	Zone Spray	https://zonespray.shop/
126	YueShangSian	https://www.amazon.com/sp?ie=UTF8&seller=A3VVWDR9RLBCPF/